

**STATE OF ILLINOIS
DEPARTMENT OF HUMAN SERVICES**



**COMMUNITY SERVICES AGREEMENT
FISCAL YEAR 2011**

This Community Services Agreement (“Agreement”) is by and between the Illinois Department of Human Services (hereinafter referred to as the “Department” or “DHS”), with its principal office at _____ and _____ (hereinafter referred to as the "Provider"), with its principal address at: _____.

WHEREAS, it is the intent of the parties herein to implement services consistent with all Attachments hereto and pursuant to the duties and responsibilities imposed by the Department under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof;

WHEREFORE, it is agreed as follows:

1. TERM

This Agreement shall be effective July 1, 2010, and shall expire June 30, 2011 unless terminated or extended pursuant to the terms hereof.

2. TAXPAYER CERTIFICATION (Provider **MUST complete)**

Under penalties of perjury, the Provider certifies that _____ is the Provider’s correct Federal Taxpayer Identification Number/Social Security Number (check one). The Provider is doing business as a (please check one).

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> applicable tax classification) |
| <input type="checkbox"/> Governmental Unit | " D = disregarded entity |
| <input type="checkbox"/> Estate or Trust | " C = corporation |
| <input type="checkbox"/> Pharmacy-Non Corporate | " P = partnership |

The Provider also certifies that it does and will comply with all provisions of the Federal Internal Revenue Code, the Illinois Revenue Act, and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

3. PAYMENT

- A. The estimated amount payable by the Department to the Provider under this Agreement is \$_____. The Provider agrees to accept DHS payment for services rendered as specified in the Attachment(s) incorporated as part of this Agreement.
- B. Obligations of the State will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this Agreement, or if the Governor decreases the Department's funding by reserving some or all of the Department's appropriations pursuant to power delegated to the Governor by the Illinois General Assembly. The Department shall notify the Provider of such funding failure.
- C. If the funds awarded are subject to the provisions of the Illinois Grant Funds Recovery Act (30 ILCS 705), any funds remaining at the end of the Agreement period which are not expended or legally obligated by the Provider shall be returned to the Department within forty-five (45) days after the expiration of this Agreement. The provisions of 89 Ill. Adm. Code 511 shall apply to any funds awarded that are subject to the Illinois Grant Funds Recovery Act.
- D. If applicable, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 U.S.C. 6501 et seq.) and any other applicable Federal laws or regulations.
- E. The Provider agrees to hold harmless the Department when the Department acts in good faith to redirect all or a portion of any Provider payment to a third party. The Department will be deemed to have acted in good faith if it is in possession of information that indicates the Provider authorized the Department to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.
- F. The Agreement amount is established on an estimated basis and may be increased at any time during the term. The Department may decrease the estimated amount of this Agreement at any time during the term if the Department believes the Provider will not utilize the funds during the term, or has utilized funds in a manner that was not authorized by this Agreement, or if the Governor decreases the Department's funding by reserving some or all of the Department's

appropriations pursuant to power delegated to the Governor by the Illinois General Assembly. The Provider will be notified, in writing, of any adjustment, and/or reason for the adjustment, of the estimated amount of this Agreement.

- G. Grant funds disbursed under this Agreement and held for thirty (30) days by the Provider shall be placed in an interest-bearing account. All interest earned shall be considered grant funds and are subject to the same restrictions. Any exceptions to this requirement must be approved, in writing, by the Department. The provisions of the Illinois Grant Funds Recovery Act shall apply.

4. SCOPE OF SERVICES

The Provider will provide the services as described herein and in accordance with all conditions and terms set forth herein and all applicable administrative rules. All programmatic reporting required under this Agreement is described in the Attachment(s) and Program Manual(s).

5. BUDGET

Within thirty (30) days of execution of this Agreement by the Provider, the Provider shall submit to DHS' Office of Contract Administration, 222 South College Avenue, Springfield, Illinois, 62704, a proposed detailed budget. In the event that the State's Fiscal Year 2011 (FY11) budget has not been agreed upon at the time the Agreement is executed by the Provider, the Provider shall submit to DHS its proposed budget within thirty (30) days of the passage of the Budget for FY11. Such budget must be segregated between direct program and indirect (administrative) costs and include:

- A. Personnel costs, title and responsibilities;
- B. Goods and services;
- C. Overhead costs such as rent, utilities, janitorial, phones, insurance;
- D. Printing;
- E. Cost of required Audits;
- F. IT services;
- G. Indirect cost allocation including fiscal, Executive staff, and memberships to professional staff; and
- H. Administrative cost allowance and detail, methodology and rationale.

Payment to the Provider is contingent upon DHS' receipt and approval of the Provider's proposed budget.

Fee-for-service and fixed rate grants and contracts are exempt from the foregoing budget provisions.

Budget Revisions

The budget is a schedule of anticipated grant expenditures that is approved by DHS for carrying out the purposes of administering the grant. When grantees or third parties support a portion of the grant costs, the budget includes the nonfederal as well as the federal share of grant expenses.

The grantee shall obtain prior written approval from DHS whenever a budget revision is necessary because of:

- a. the transfer to a third party (by subcontracting, contracting, or other means) of any work under a grant;
- b. the transfer of funds from other budget detail line items greater than 10% of the line item; or
- c. changes in the scope of services or objectives of the grant.

All requests for budget revisions shall be signed by the provider grant administrator and submitted to the Office of Contract Administration for approval by DHS management.

Within thirty (30) calendar days from the date of receipt of the request for budget revision, DHS will review the request and notify the grantee whether or not the budget revision has been approved. If the budget revision is still under consideration at the end of thirty (30) calendar days, DHS will inform the grantee in writing of the date by which the grantee may expect a decision.

6. ALLOWABLE COSTS

The allowability of costs and cost allocation methods for work performed under a grant shall be determined in accordance with the applicable federal cost principles and the terms and conditions of the grant award. However, DHS delegates to the grantee the authority to approve costs that the applicable cost principles state are allowable only with the prior approval of the funding agency, unless specifically prohibited by other articles in these general grant provisions, or by the terms and conditions of the grant award. Examples of such costs are foreign travel; equipment purchases; and publication and printing costs. **This delegation does not relieve the grantee of the responsibility to document that such charges are reasonable, necessary, and allocable to the project.**

The following circulars set forth the federal cost principles that apply to the various types of grantees:

- a. OMB Circular A-21 – public and private institutions of higher education;
- b. OMB Circular A-122 – nonprofit organizations that are not institutions of higher education;
- c. OMB Circular A-87 – state, local, and federally recognized Indian tribal governments.

Changes in Grant Scope of Services

Any project that is carried out under a grant must be consistent with the scope of services. **No changes may be made in the scope of services without written approval from DHS.**

All requests for a change in the scope of services shall be signed by the provider grant administrator and submitted to the Office of Contract Administration for DHS management approval.

Changes in Key Grant Personnel

The replacement of the project director or the co-director or a substantial reduction in the level of their effort, e.g., their unanticipated absence for more than three months, or a 25 percent reduction in the time devoted to the project, requires prior written approval from DHS. When it is specifically required as a condition of a grant, written approval will also be needed for the replacement or the substantial reduction in the level of effort of other personnel whose work is deemed by DHS to be critical to the project's successful completion.

All requests for approval of changes in key project personnel shall be signed by the institutional grant administrator and submitted to the appropriate DHS program officer. Evidence of the qualifications for replacement personnel (such as a *résumé*) shall be included.

Financial Management Standards

The financial management systems of grantee organizations and their subrecipients must meet the following standards:

- a. **Accounting System.** Grantee organizations and their subrecipients must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each federally sponsored project. Accounting records

must contain information pertaining to federal awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly.

Cash contributions to the project from third parties must be accounted for in the general ledger with other grant funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger.

b. **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the grant and general ledger accounts which are to be charged or credited.

The documentation required for salary charges to grants is prescribed by the cost principles applicable to the grantee organization ([see Title XX Social Services](#)).

For grantees subject to OMB Circular A-21 (educational institutions), documentation for salary charges shall be based on either a system of monitored workload or a system of personnel activity reports for professional or professorial staff. Nonprofessional employees must keep personnel activity reports.

For grantees subject to OMB Circular A-122 (nonprofit organizations), documentation for all salary charges shall be based on a system of personnel activity reports.

For grantees subject to OMB Circular A-87 (state and local governments), documentation for salary charges shall be based on a system of personnel activity reports unless an employee is working solely on a single federal award. In this case, the charge for salary will be supported by a certification signed by the employee or the supervisor.

Personnel activity reports shall account on an after-the-fact basis for one hundred percent of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of the grantee organization.

If third party in-kind (non-cash) contributions are used on a project, the valuation of these contributions must be supported with adequate documentation.

Internal Control. Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantees must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantees must also have systems in place that ensure compliance with the terms and conditions of each grant award.

Budget Control. Records of expenditures must be maintained for each grant project by the cost categories of the approved budget (including indirect costs that are charged to the project), and actual expenditures are to be compared with budgeted amounts no less frequently than quarterly.

Cash Management. Grantees must also have written procedures to minimize the time elapsing between the receipt and the disbursement of grant funds to avoid having excessive federal funds on hand. Requests for advance payment shall be limited to the grantee's immediate cash needs and are not to exceed anticipated expenditures for a 3-5 day period.

7. **REQUIRED REGISTRATIONS**

Execution of this Agreement by the Department shall be contingent upon the Provider's provision to the Department of a Data Universal Number System (DUNS) number (FAR 52.204-7) and registration by the Provider in the Central Contractor Registration (CCR) database (FAR 4.11) within 30 days of execution and submitted with required budget.

8. **REQUIRED CERTIFICATIONS**

- A. **Bribery** - The Provider certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- B. **Bid Rigging** - The Provider certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- C. **Educational Loan** - The Provider certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385).
- D. **International Boycott** - The Provider certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international

boycott in violation of the provisions of the U.S. Export Administration Act of 1979 (50 U.S.C. Appx. 2401 et seq.) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

- E. **Dues and Fees** - The Provider certifies that it is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1, 25/2).
- F. **Drug Free Work Place** - The Provider certifies that neither it nor its employees shall engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this Agreement and that the Provider is in compliance with all the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/3 and 580/4). The Provider further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 45 CFR Part 82.
- G. **Motor Voter Law** - The Provider certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (42 U.S.C. §1973gg et seq.).
- H. **Clean Air Act and Clean Water Act** - The Provider certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.).
- I. **Debarment** - The Provider certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76).
- J. **Pro-Children Act** - The Provider certifies that it is in compliance with the Pro-Children Act of 1994 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 U.S.C. §6081 et seq.).
- K. **Debt to State** - The Provider certifies that neither it, nor its affiliate(s), is/are barred from being awarded a contract because the Provider, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless the Provider, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and the Provider acknowledges the Department may declare the contract void if

the certification is false (30 ILCS 500/50-11).

- L. **Grant for the Construction of Fixed Works** – The Provider certifies that all projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the project, the Provider shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the contract and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- M. **Health Insurance Portability and Accountability Act** - The Provider certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 U.S.C. §§1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. The Provider shall maintain, for a minimum of six (6) years, all protected health information.
- N. **Sarbanes-Oxley Act** - The Provider certifies that neither it nor any officer, director, partner or other managerial agent of the Provider has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction.
- Provider further certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5, and acknowledges that the contracting State agency shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).
- O. **Forced Labor Act** - Provider certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (PA 93-0307).
- P. **Environmental Protection Act Violations** - The Provider certifies in accordance with 30 ILCS 500/50-12 that it is not barred from being awarded a contract under this Section. The Provider acknowledges that the contracting agency may declare the contract void if this certification is false (PA 93-575, effective 1/1/04).

- Q. **Goods From Child Labor Act** - The Provider certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (PA 94-0264).
- R. **Abuse of Adults with Disabilities Intervention Act** - The Provider certifies that it is in compliance with the Abuse of Adults with Disabilities Intervention Act to protect people with disabilities who are abused, neglected or financially exploited and who, because of their disability, cannot seek assistance on their own behalf. Anyone who believes a person with a disability living in a domestic setting is being abused, neglected or financially exploited must file a complaint with the Office of Inspector General, Department of Human Services. All Providers have an obligation to report suspected fraud or irregularities committed by individuals or other entities with whom they interact on the Department's behalf and should make a report to the appropriate program office (20 ILCS 2435).
- S. **Procurement Lobbying** - Provider warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits providers and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- T. **Restrictions on Lobbying** – Provider certifies that it is in compliance with the restrictions on lobbying set forth in 45 CFR Part 93.
- U. **Business Entity Registration** - The Provider certifies that it is not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160 and 30 ILCS 500/50-37). Further, the Provider acknowledges that all contracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).
- V. **Nonprocurement Debarment and Suspension** – The Provider certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.
- W. **Grant Award Requirements** – The Provider certifies that it is in compliance with 45 CFR Part 74.
- X. **Federal Funding Accountability and Transparency Act of 2006** – The

Provider certifies that it is in compliance with the terms and requirements of P.L. 109-282.

- Y. **Disclosures** – The Provider hereby certifies that all services provided under this Agreement are explicitly identified and described herein. Services not identified in this Agreement are not authorized or chargeable to the Department, including, but not limited to, administrative costs or fiscal agent fees. The Provider further acknowledges that the Department is subject to applicable Federal and State laws, rules and policies that are reasonable and necessary to deliver the goods and services as described in the scope of services and required deliverables. Those applicable laws, rules and policies govern the procurement of goods and services as well as the hiring of personnel who perform work or services in an office or position of employment with the State of Illinois. In accordance therewith, the Provider hereby certifies, under penalty of applicable laws, that Provider will not provide services that are not specifically described in this Agreement. Provider further agrees that it is in good standing with the State of Illinois, has not been debarred or suspended from conducting business with the Federal government or primary recipients of Federal grants or contracts, and will not retain any individual(s) as staff on behalf of the Department in contravention of State rules and practices governing the hiring of State employees.

9. BACKGROUND CHECKS

The Provider certifies that neither the Provider, nor any employee assigned to work on the Department's premises, has a felony conviction. Any request for an exception to this rule must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction. The Provider will also supply the Department with a list of individuals assigned to work on the Department's premises at least ten (10) working days prior to the start of their employment, unless circumstances prevent the Provider from giving a list within that time. If the Provider cannot provide a list, or the name of an individual, at least ten (10) working days prior to his/her employment, it shall do so as soon as possible. The Department may conduct criminal background checks on the Provider and/or its employees assigned to work on the Department's premises. The Provider agrees to hold harmless and indemnify the Department and its employees for any liability accruing from said background checks.

10. UNLAWFUL DISCRIMINATION

The Provider, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- A. The Illinois Human Rights Act (775 ILCS 5);
- B. Public Works Employment Discrimination Act (775 ILCS 10);
- C. The United States Civil Rights Act of 1964 (as amended) (42 U.S.C. §§2000a-2000h-6). (See also guidelines to Federal Financial Assistance Recipients regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- D. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
- E. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
- F. Executive Orders 11246 and 11375 (Equal Employment Opportunity) and Executive Order 13160 (2000) (Improving Access to Services for Persons with Limited English Proficiency); and
- G. Charitable Choice - In accordance with Public Law 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

11. LOBBYING

The Provider certifies that no Federally-appropriated funds have been paid or will be paid out by or on behalf of the Provider to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal agreement, grant, loan or cooperative agreement.

If any funds, other than Federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

If there are any indirect costs associated with this Agreement, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs.

The Provider must include the language of this certification in the award documents for any subawards made pursuant to this award. All subrecipients are also subject to certification and disclosure.

This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 U.S.C. §1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

12. CONFIDENTIALITY

The Provider shall comply with applicable State and Federal statutes, Federal regulations and Department administrative rules regarding confidential records or other information obtained by the Provider concerning persons served under this Agreement. The records and information shall be protected by the Provider from unauthorized disclosure.

13. LIABILITY

The Department assumes no liability for actions of the Provider under this Agreement, including, but not limited to, the negligent acts and omissions of Provider's agents, employees and subcontractors in their performance of the Provider's duties as described under this Agreement. The Provider agrees to hold harmless the Department against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence or breach of contract of the Provider, with the exception of acts performed in conformance with an explicit, written directive of the Department.

14. MAINTENANCE AND ACCESSIBILITY OF RECORDS

- A. The Provider shall maintain for a minimum of five (5) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents to comply with 89 Ill. Adm. Code 509.
- B. The Provider agrees to make books, records, related papers and supporting documentation relevant to this Agreement available to authorized Department representatives, auditors (including the Illinois Auditor General and Illinois Attorney General), Federal authorities and any other person as may be authorized by the Department or by the State of Illinois or Federal statute. The Provider will cooperate fully in any such audit.
- C. Failure to maintain books, records and supporting documentation shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

15. RIGHT OF AUDIT AND MONITORING

The Department shall monitor the Provider's conduct under this Agreement which may include, but shall not be limited to, reviewing records of program performance in accordance with administrative rules, license status review, fiscal and audit review, Agreement compliance and compliance with affirmative action requirements of this Agreement.

The Department may request, and Provider shall supply, upon request, necessary information and documentation regarding transactions constituting contractual (whether a written contract is in existence or not) or other relationships, paid for with funds received hereunder. Documentation may include, but is not limited to, information regarding Provider's contractual agreements, identity of employees, shareholders and directors of Provider and any party providing services which will or may be paid for with funds received hereunder, including, but not limited to, management and consulting services rendered to Provider.

This does not give the Department the right to review a license that is not directly related to the program being audited nor does it allow the Department to unilaterally revoke a license without complying with all due process rights to which the Provider is entitled under Federal, State, local law or applicable rules promulgated by the Department.

16. REPORTING REQUIREMENTS

The Provider agrees to submit programmatic reports as requested and in the format required by the Department. If the Provider receives a grant (or grants) in excess of \$25,000, the Provider shall file with the Department quarterly report(s) describing the progress of the program(s), project(s) or use(s) and the expenditure(s) of the grant funds related thereto. Quarterly reports must be submitted no later than November 15, February 15, May 15 and August 15. Failure to submit such quarterly reports may cause a delay or suspension of funding. (30 ILCS 705/1 et seq.)

17. SERVICE PROVIDER DIRECTORY

The Provider shall be listed in the Department's Service Provider Directory, an Internet-based directory of all providers with whom the Department has an agreement to provide services. The Provider must provide the following information to the Department for inclusion in the Service Provider Directory:

- A. The legal name of the Provider;
- B. The Provider's business address;
- C. The Provider's business telephone number;
- D. The Provider's hours of operation;
- E. The general category of services provided by the Provider; and

F. The Provider's service specialization, if any.

In the event that the Provider has more than one location, the Provider shall include either (1) the address, phone number and hours of operation of each location, or (2) the address, phone number and hours of operation of the Provider's primary location.

The Provider must advise the Department immediately any time there is a change to any of the foregoing information in order that the change may be reflected in the Service Provider Directory no later than the effective date of the change. The reporting requirements of this Section 17 are in addition to, and do not supersede or otherwise affect, all other reporting requirements set forth in this Agreement.

The information requested in this Section 17 must be submitted to DHS' Office of Contract Administration, 222 South College Avenue, Springfield, Illinois, 62704, within thirty (30) days after execution of this Agreement.

18. AUDIT REQUIREMENTS

The Provider shall annually submit an independent audit report and/or supplemental revenue and expense data to the Department in accordance with 89 Ill. Adm. Code 507 (Audit Requirements of the Department of Human Services) to enable the Department to perform fiscal monitoring and to account for the usage of funds paid to the Provider under this Agreement.

For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm registered in the State of Illinois. For audits required to be performed subject to Government Auditing Standards, the Provider shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

If the Provider is subject to the audit requirements, the Department will send to the Provider, by registered or certified mail, detailed instructions related to independent audit requirements, including provisions for requesting waivers, modifications and filing extensions, by May 31, 2011.

19. INDEPENDENT CONTRACTOR

The Provider is an independent contractor under this Agreement and neither the Provider nor any employee or agent of the Provider is an employee of DHS and does not acquire any employment rights with DHS or the State of Illinois by virtue of this Agreement. The Provider will provide the agreed services and achieve the specified results free from the direction or control of DHS as to the means and methods of performance. The Provider will be required to provide its own equipment and supplies necessary to conduct its business; provided that in the event, for its convenience or otherwise, DHS makes any such equipment and/or supplies available to the Provider, the Provider's use of such equipment or supplies provided by DHS pursuant to this Agreement shall be strictly limited to official DHS or State of Illinois business and not for any other purpose, including any personal benefit or gain.

20. SANCTIONS

The Department may impose sanctions on Providers who fail to comply with conditions stipulated herein. Sanctions include, but are not limited to, payment suspension, loss of payment, enrollment limitations and certification and licensure action (including, but not limited to, conditional, probationary and termination status), or other actions up to and including contract termination.

21. TERMINATION OF THE AGREEMENT

Either party may terminate this Agreement at any time, for any reason, upon not less than

thirty (30) days' written notice to the other party. The Department may terminate this Agreement immediately in the event the Provider substantially or materially breaches the Agreement. The Provider shall be paid for work satisfactorily completed prior to the date of termination.

22. POST-TERMINATION/NON-RENEWAL

Upon notice by the Department to the Provider of the termination of this Agreement or notice that the Department will not renew, extend or exercise any options to extend the term of this Agreement, or that the Department will not be contracting with Provider beyond the term of this Agreement, the Provider shall, upon demand:

- A. Cooperate with the Department in assuring the transition of recipients of services hereunder for whom Provider will no longer be providing the same or similar services or who choose to receive services through another provider.
- B. Provide copies of all records related to recipient services funded by the Department under this Agreement.
- C. Grant reasonable access to the Department to any and all program sites serving recipients hereunder to facilitate interviews of recipients to assure a choice process by which recipients may indicate Provider preference.
- D. Provide detailed accounting of all service recipients' funds held in trust by the Provider, as well as the identity of any recipients for whom the Provider is acting as a representative payee of last resort.

The promises and covenants of this Section 22 shall survive the term of this Agreement for the purposes of the necessary transition of recipients of services hereunder.

23. SUBCONTRACTS

The Provider may not subcontract any portion of this Agreement nor delegate any duties hereunder without prior written approval of the Department. In emergencies, the Provider will request approval in writing within seven (7) days of the use of a subcontractor to fulfill any obligations of this Agreement. Approved subcontractors shall adhere to all other provisions of this Agreement.

24. INTERNET ACCESS

The Provider must have Internet access. Internet access may be either dial-up or high speed/DSL. The Provider must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from the Department. The Provider may list additional e-mail addresses at contract execution. The additional

addresses may be for a specific department/division of the Provider or for specific employees of the Provider. The Provider may list additional e-mail points of contact in the same manner as listed above. The Provider must notify the Department of any e-mail address changes within five (5) business days from the effective date of the change.

25. NOTICE OF CHANGE

The Provider shall give thirty (30) days' prior written notice to the Department if there is a change in the Provider's legal status, Federal employer identification number (FEIN), DUNS number, or address. The Department reserves the right to take any and all appropriate action as a result of such change(s).

The Provider agrees to hold harmless the Department for any acts or omissions by the Department resulting from the Provider's failure to notify the Department of these changes.

In the event the Provider, its parent or related corporate entity, becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on the Provider's ability to perform under this Agreement, the Provider shall notify the Department, in writing, within five (5) calendar days. Such notice must be sent to the Secretary of the Department with a copy to the Department's General Counsel at the following addresses:

To the Secretary:

**401 South Clinton Street, Third Floor
Chicago, Illinois 60607**

To the General Counsel:

**100 West Randolph Street, Suite 6-400
Chicago, Illinois 60601**

Failure to provide such notice shall be grounds for immediate termination of the Agreement.

26. ASSIGNMENT

The Provider understands and agrees that this Agreement may not be sold, assigned, or transferred in any manner, to include an assignment of Provider's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer without the prior written approval of the Department shall render this Agreement null, void, and of no further effect.

27. MERGERS/ACQUISITIONS

The Provider acknowledges that this Agreement is made by and between the Department and the Provider, as the Provider is currently organized and constituted. No promise or undertaking made hereunder is an assurance that the Department agrees to continue this Agreement, or any license related thereto, should the Provider reorganize or otherwise substantially change the character of its corporate or other business structure. The Provider agrees that it will give the Department prior notice of any such action and will provide any and all reasonable documentation necessary for the Department to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Failure to comply with this Section 27 shall constitute a material breach of this Agreement.

28. CONFLICT OF INTEREST

The Provider agrees that payments made by the Department under this Agreement will not be used to compensate, directly or indirectly, any person: (1) currently holding an elective office in this State including, but not limited to a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary of \$106,447.20 (30 ILCS 500/50-13). The Provider may request written approval from the Department for an exemption from this provision. Provider acknowledges that the Department is under no obligation to provide such exemption and that the Department may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as the Department may require.

29. TRANSFER OF EQUIPMENT

The Department shall have the right to require that the Provider transfer to the Department any equipment, including title thereto, purchased in whole with Department funds. The Department shall notify the Provider in writing should the Department require the transfer of such equipment. Upon such notification by the Department, and upon receipt or delivery of such equipment by the Department, Provider will be deemed to have so transferred the equipment to the Department as if the Provider had executed a bill of sale therefor. For purposes of this Section 29, equipment means any equipment used in the administration and/or operation of the program having a useful life of two (2) years or more and an acquisition cost of at least \$500.

30. WORK PRODUCT

Except as otherwise required by law, any work product, such as written reports, memoranda, documents, recordings, drawings, data, software, websites and their domain names, or other deliverables, developed in the course of or funded under this Agreement, shall be considered a work made for hire and shall remain the exclusive property of the Department. There shall be no dissemination or publication of any such work product

without the prior written consent of the Department. The Provider acknowledges that the Department is under no obligation to give such consent and that the Department may, if consent is given, give consent subject to such additional terms and conditions as the Department may require.

31. RELEASES

In the event that Department funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, the Provider agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase Funding provided in whole or in part by the Illinois Department of Human Services. Exceptions to this requirement must be requested, in writing, to the Department and will be considered authorized only upon written notice thereof to the Provider.

32. PRIOR NOTIFICATION

The Provider agrees to notify the Department prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with the Department in joint or coordinated releases of information.

33. INSURANCE

The Provider shall purchase and maintain in full force and effect during the term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real and/or personal property purchased or otherwise acquired, in whole or in part, with funds disbursed pursuant to this Agreement.

If the Provider's cost of property and casualty insurance increases by 25% or more, or if new State regulations impose additional costs to the Provider during the term of this Agreement, the Provider may request that the Department review this Agreement and adjust the compensation or reimbursement provisions thereof in accordance with any agreement reached, all of which shall be at the sole discretion of the Department and subject to the limitations of the Department's appropriated funds.

If a claim is submitted for real and/or personal property purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to the Department.

34. LAWSUITS

Indemnification will be governed by the State Employee Indemnification Act (5 ILCS 350/1 et seq.) as interpreted by the Illinois Attorney General. The Department makes no representation that Provider, an independent contractor, will qualify or be eligible for

indemnification under said Act.

35. GIFTS AND INCENTIVES PROVISION

The Provider is prohibited from giving gifts to Department employees (5 ILCS 430/10-10). The Provider will provide the Department with advance notice of the Provider's provision of gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist the Provider in carrying out its responsibilities under this Agreement.

36. RENEWAL

This Agreement may be renewed unilaterally by the Department for additional periods. The Provider acknowledges that this Agreement does not create any expectation of renewal.

37. AMENDMENTS

This Agreement may be modified or amended at any time during its term by mutual consent of the parties, expressed in writing and signed by the parties.

38. SEVERABILITY

If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

39. WAIVER

No failure of the Department to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time nor constitute a course of business upon which Provider may rely for the purpose of denial of such a right or remedy to the Department.

40. LAWS OF ILLINOIS

This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois.

41. STATUTORY/REGULATORY COMPLIANCE

This Agreement and the Provider's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including the American Recovery and Reinvestment Act of 2009 and its reporting requirements, Federal regulations, State administrative rules, including 89 Ill. Adm. Code

509, and any and all license and/or professional certification provisions.

SAMPLE

actual or projected budgetary considerations, at the sole discretion of the Department, or as may be directed by the Office of the Governor.

The Provider certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. The Provider acknowledges that the award is made solely upon this certification and that any false statements, misrepresentations or material omissions shall be the basis for immediate termination of this Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

State of Illinois
Department of Human Services

Provider (Agency Name)

By: _____
Michelle R.B. Saddler, Secretary

By: _____
(Provider or Authorized Designee Signature)

Date: _____

Name: _____
(Type or Print)

Title: _____

Date: _____

E-mail: _____

Illinois Department of Human Services
Division of _____
Office of _____
(Bureau of) _____

Provider: _____

FEIN: _____

Agreement #: _____

Attachment: _____

Agreement No. _____
Attachment _____

**FY 2011
ATTACHMENT COVER SHEET**

CONTACT FOR NOTIFICATION

All notices required or desired to be sent by either party shall be sent to the persons listed below.

IDHS CONTACT

PROVIDER CONTACT

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

TTY#: _____

TTY #: _____

Fax#: _____

Fax #: _____

E-mail Address: _____

E-mail Address: _____

Advance payments may be allowed under the programs listed below:

[Attach additional pages if necessary]

Program	CARS Service Code	Method of Payment	Subject to Grant Fund Recovery Act	Method of Reconciliation*	Service Projections	Unit of Service	Estimated Funding
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NA - Not Applicable

*Expenses - Program is subject to reconciliation based on Rule 511.10a.

*Services (Deliverables) - Program is subject to reconciliation based on Rule 511.10b.

SAMPLE